

Danea S. Counta	1:23-cv-01273	
	Judge Franklin U. Valderrama	
	Magistrate Young B. Kim	States District
Plaintiff(s)	Random assignment	Northern District
	)	ois
v.	)	
	)	
Hunter Elgin Management, LLC,	)	<b>RECEIVED</b>
	)	MAR 01 2023
Defendant(s)	)	ky
	)	THOMAS G. BRUTON
	)	CLERK, U.S. DISTRICT COURT

COMPLAINT

I am filing this civil legal action in regards to a violation of the requester's Fair Housing Act's Reasonable Accommodation request (which is codified at 42 U.S.C. §§ 3601-3619, and the District Court has jurisdiction over federal Fair Housing Act matters), and this legal action also involves an accompanying "structured eviction" (i.e., malicious termination of the disabled plaintiff's housing, which would needlessly render him homeless.) Now, the plaintiff originally became a tenant at Hunter's Ridge Apartment's back in 2017. During this time, Hunter's Ridge management *became aware of the plaintiff's existing disability status* (because he had to provide proof of his disability income during this time.)

Furthermore, during the first five years of the plaintiff's residency at Hunter's Ridge, he was never late on any of his rent payments. Which is obviously noteworthy. Anyway, on March of 2022, the plaintiff had informed Hunter's Ridge management that, "He was in between jobs" (i.e., unemployed,) and that **he also only has his disability fixed income to survive on.** Then, in the summer of 2022, the plaintiff

was anticipating that a tentative business deal was going to hopefully work out in his favor, and if it had, then logically speaking: He would have the financial means to move out of Hunter's Ridge Apartments. So, during this time, the plaintiff requested: To be put on a month-to-month lease. Now, please keep in mind: In order for the plaintiff to move into Hunter's Ridge Apartment's back in 2017, "he needed to have a job to supplement his fixed disability income." Now, taking this matter into consideration, on September 13, 2022, the plaintiff requested a reasonable accommodation to "Remain on his month-to-month lease" (which was a lease arrangement, that Hunter's Ridge management was making more money off doing.)

In addition, Hunter Ridge Apartment's website has the, Equal Opportunity logo, on it. Of which, clearly indicates that Hunter's Ridge Apartments are participants in indeed, participants in HUD's Fair Housing Act. Now, under the Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Questions and Answers, 7, it stipulates that if the requesters reasonable accommodation request is perceived to be a financial, and /or administrative burden, then the housing provider is tasked with, "providing the requester with an alternative accommodation" (e.g., in this case, a different kind of lease arrangement.) Clearly, based on the evidence pertaining to the plaintiff's complaint, this didn't happen. As a result of Hunter's Ridge managements intentional, and harmful actions on December 1, 2022, they decided to "perniciously double the

plaintiff's rent!" Thereby, making it impossible for the plaintiff to pay his rent altogether! The plaintiff is "unemployed", "has no car", "70% disabled", and his credit's score is not as good as it was when he originally moved into Hunter's Ridge Apartment's back in 2017. In this situation, remarkably, Hunter's Ridge management seems to be devoid of any kind of reasonableness, compassion, and empathy! In all fairness, how could any sensible person expect that someone in the plaintiff's unfortunate circumstance would have the capacity to financially relocate? Which is a good question! As a result of the unnecessary, and heartless actions of Hunter's Ridge Apartments management, the plaintiff is seeking compensatory, and punitive damages in the sum of \$1,690,000.00.

Dated: February 23, 2023  
Phone: (224) 276-9567

Signed: 

PLAINTIFF: Daniel S. Conforti

Address: 1081 Byron Lane Apt 1, Elgin, IL 60123